UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

ROCKWELL MINING LLC

Employer,

And

Case 09-RC-202389

UNITED MINE WORKERS OF AMERICA,
INTERNATIONAL UNION, AFL-CIO

Petitioner

EMPLOYER ROCKWELL MINING LLC'S REQUEST FOR REVIEW OF THE REGIONAL DIRECTOR'S DECISION AND CERTIFICATION OF REPRESENTATIVE

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

I. INTRODUCTION

The Employer, Rockwell Mining LLC ("Rockwell" or "Employer"), operates a number of different underground mines represented by the United Mine Workers of America ("UMWA" or "Union"). In the spring of 2017, it began initial operation of a surface coal mine known as the Glancy mine in a remote area of Southern West Virginia with 55 hourly employees split between two shifts, a day shift and an evening shift.[1] Evening shift, with approximately 23 employees, stops work around 3:00 a.m. In July 2017, the UMWA sought to represent the 55 employees working at Rockwell's Glancy surface mine. This case involves the 3 to 4 week period immediately preceding an August 3, 2017 election. This period began with the UMWA obtaining authorization cards one night from 16 of the second shift employees by threatening discriminatory representation of anyone who did not immediately sign a card that night on the side of the road at 3:30 a.m. The record is not clear as to what date the evening shift cards were obtained, but the evidence was consistent that it was on the eve of the petition being filed, which occurred on July 14, 2017. Because of the NLRB's new speedy election process, the election was held just 19 days later on August 3, 2017.

II. RELEVANT PROCEDURAL BACKGROUND

Following the UMWA's filing of an election petition on July 14, 2017, the parties entered into a stipulated election agreement which was approved on July 20, 2017; and the election was held 2 weeks later on August 3, 2017 because of the NLRB's recently-adopted speedy election rules. Thus, it was less than 30 days from the Union's coercive threats of discriminatory representation made to get cards signed until the election. Of the 55 eligible voters, 27 cast ballots for the UMWA and 25 ballots were

[1] While the Employer had hired its initial complement of employees to do earth moving, this was a brand new mine that was not yet mining and shipping coal regularly. Now that Glancy is in production, there are over 80 employees.

cast against the UMWA, with 2 ballots challenged by the Union. Following the election, the parties agreed that one of these ballots was properly challenged due to that voter's hire date. This left 1 still-challenged ballot which was not counted as it was not outcome determinative. Thus, the results of this election could have been altered by just one vote.

Rockwell timely filed objections to the UMWA's conduct prior to the election. The Employer's Objection 1 alleged that just prior to the Union's petition being filed, the Union's in-house organizer offered a conditional benefit by threatening employees on the second shift with discriminatory representation toward anyone who did not immediately sign an authorization card. These employees were told the Union was filing the petition the following day; that first shift, who outnumbered second shift, had signed enough cards and the second shift employees needed to sign immediately if they wanted to be represented in the same manner as those who had already signed cards – in the event of layoffs or job losses. Employer's Objection 2 alleged that the Union's in-house organizer later threatened a couple of second shift employees that the Union would reveal the names of card signers to the Employer after the election rejuvenating the fear of possible job loss. Employer's Objection 3 alleged Union organizers maintained a barrage of threats over the next 2+ weeks from petition to election that Rockwell would retaliate against employees, thus reinforcing employees' fears that they would need the Union's representation they had been promised when they were pressured into signing a union card.

On August 24, 2017, Hearing Officer Daniel Goode (the "Hearing Officer") conducted a hearing on the Employer's objections. On September 7, 2017, the Hearing Officer recommended that all 3 objections be overruled and that a Certification of Representation be issued. Rockwell timely filed exceptions to the Hearing Officer's

Report. On October 20, 2017, the Regional Director entered an Order remanding the matter back to the Hearing Officer for the purpose of making specific credibility findings not earlier made in his September 7 Report on Objections. Two months later, on December 21, 2017, the Hearing Officer issued a Supplemental Report, this time making specific credibility findings, but again overruling Rockwell's Objections. Rockwell timely filed Exceptions to the Supplemental Report on January 4, 2018. On February 16, 2018, the Regional Director agreed with the Hearing Officer's Supplemental Report and issued his Decision overruling the Employer's objections and issued a Certification of Representation.

III. BASIS FOR EMPLOYER'S REQUEST FOR REVIEW

Rockwell respectfully submits this Request for Review of the Regional Director's Decision and Certification of Representative (the "Decision"). Specifically, Review should be granted because:

(1) the Regional Director erred in applying the principles of the Supreme Court's decision in *Savair* to the weight of the record evidence regarding the Union organizer's pre-petition threats made to pressure employees into signing cards;

(2) this conduct, while pre-petition, occurred within less than 30 days of the election and, therefore, was not remote in time; nevertheless, the Regional Director did not feel at liberty to depart from the Board's *Ideal Electric* rule, despite sweeping changes which have reduced the critical period for special scrutiny from 42-56 days down to 14-21 days; and

(3) the Regional Director erred in not analyzing the facts here under the Board's *Taylor Wharton* test.

These factual and legal errors warrant overturning the Decision and are described in detail below.

IV. ARGUMENT

A. THE REGIONAL DIRECTOR ERRED IN OVERRULING THE EMPLOYER'S OBJECTIONS DESPITE THE FACT THAT THE UNION'S PRE-PETITION CONDUCT WARRANTED SETTING ASIDE THE ELECTION UNDER *SAVAIR MANUFACTURING*

As noted earlier, one night in July 2017, the Union's in-house organizer, Jerry Hager ("Hager"),[2] told all the second shift employees to meet him on the side of the road after work which was in the middle of the night around 3:30 a.m. When the employees arrived, Hager told the group of 20+ employees that the Union was filing a petition for election the next day and that anyone who did not sign a Union card that night would be discriminatorily represented by the Union in the future. The Hearing Officer's September 7, 2017 Report took issue with the fact that each of the employee witnesses who testified to what occurred that night gave slightly different explanations of the events. But with 20+ people pulled off to the side of the road at 3:15 a.m., one should rationally expect some variation in testimony especially as people moved about or asked their own questions of Hager. However, the record testimony shows their testimony was not substantially different. In his Supplemental Report, the Hearing Officer finally made the finding that Hager did tell the employees *that they would not be protected or covered by the Union if something bad happened*. Based on this finding by the Hearing Officer, the Regional Director erroneously found Hager's statements to be ambiguous and, therefore, not the type of pre-petition activity proscribed in *Royal Packaging Corp.*, 284 NLRB 317 (1987), and thus this conduct was not the type of

[2] Because the Union filed no exceptions to the Hearing Officer's finding that Hager was the Union's limited agent when he solicited cards from the second shift employees, his status as limited agent is undisputed. However, the Employer took exception to Hager's agency status as limited to his organizing efforts one night. On that night, Hager told employees he would be the one they could talk to in the future if they needed to ask questions. (Tr. p. 146, ll. 3-5) Subsequent to this pre-election card solicitation, the evidence at the hearing demonstrated that Hager also received instructions from the UMWA regarding a July 12 meeting and proceeded to help organize it and admitted he had additional conversations with UMWA representatives as it was "a big deal". (Tr. p. 146, ll. 6-9) Clearly, Hager was providing continuity of service for the UMWA at least until he was injured at work when he lost control of a rock truck while searching for something on the floor on July 24, 2017.

conduct prohibited by the Supreme Court's decision in *Savair Manufacturing Co.*, 414 U.S. 270 (1973). The Regional Director erred in his legal analysis applied to his erroneous factual finding.

In *Savair*, as here, the tally of ballots was 2 votes apart, with one Union challenged ballot, not opened, because it was not outcome determinative. In *Savair*, during its pre-petition card signing campaign, the union threatened to force non-card signers to pay an initiation fee while it offered to waive the initiation fee for anyone who signed a card pre-petition. The *Savair* Court noted that the record before the Hearing Officer disclosed the "*pressure which employees felt to sign up with the Union quickly, before the election and perhaps even before the representation petition itself was filed, a pressure utterly inconsistent with a belief that a waiver would be available*" to all employees after the election. *See*, *Savair*, 414 U.S. at fn 4.

The situation at Rockwell is virtually a mirror image of these facts such that it cannot be distinguished from *Savair*. Contrary to the Regional Director's finding that Hager's statements were ambiguous, five second shift employees testified at the hearing as to what they heard and understood. The testimony was not ambiguous, nor was the pressure Hager used: they needed to sign cards that night to avoid being discriminatorily represented by the Union. In fact, Hager's threat was so well understood by the employees that Hager was successful in getting 16 cards signed that night. Employee Blackburn testified to what he recalled Hager saying:

> He said they was getting turned in in the morning so we pretty much had to sign it then (or) we wouldn't have no protection from the UMWA, the Labor Board or anything like that, so we'd pretty much be on our own. (Tr. p. 102, ll. 13-25)[3]

Employee Riley testified to what he recalled Hager saying:

[3] Tr. refers to the Hearing Transcript of August 24, 2017.

> You don't have to sign these Union cards, but if you don't, the Union will not cover you. If something happens, the Union lawyers will not cover you. ... They were turning them in the next day. It made me nervous ... Because I mean I can't afford a lawyer ... I didn't even have time to think about it. (Tr. p. 57, ll. 17-25; p. 58; and p. 59, ll. 1-2)

Employee Leedy testified to what he recalled Hager saying:

> ... if you don't sign the Union card, you're not protected by the UMWA ... If they had a layoff, you'd probably be one of the first to go if you didn't sign a card. (Tr. p. 70 ll. 6-12 & 22-25).

Employee Escheagaray testified to what he recalled Hager saying:

> when Hager said that if we don't sign the card we won't be protected or covered by the Union and that's when I noticed that a bunch of guys started getting a card because they wanted to be protected, like he said. (Tr. p. 45, ll. 18-22)

Employee Osborne testified to what he recalled Hager saying:

> I want you all to sign these cards, that dayshift has already signed them for us to go to Union. (Tr. p. 16,, ll. 5-6)

Osborne then explained that he asked Hager what would happen if he did not sign a card and Hager replied: "*You wouldn't be covered by the Union or the Union lawyers if things got bad.*" (Tr. p. 16, ll. 13-16)

While the Hearing Officer did not find employee Pruett to be credible on what Hager said that night, Pruett's testimony regarding Hager's statements comports with that of the five second shift employees quoted above who the Hearing Officer finally determined were credible. Pruett testified to what he recalled Hager saying:

> ... "Guys, you don't have to sign this," he said, "But if you don't and the job goes Union and if you lose your job or you have problems, ... the Union will not support you ... (Tr. p. 33, ll. 13-21).

Pruett then said that this was the reason he signed a card that night.

Even Hager's admissions at the hearing demonstrated his statements were not ambiguous. Under cross-examination, Hager admitted he received instructions regarding talking to the second shift employees; that he needed to tell all the employees of the urgency in signing cards because the cards were being turned in the following morning. (Tr. p. 142, ll. 21-25; p. 143, l. 1) and that dayshift had already signed cards; (Tr. p. 152, ll. 1-3). Hager also admitted talking about union representation if one of them were fired in the future. (Tr. p. 136, ll. 14-16).

In light of this record, the Regional Director erred in his factual finding that Hager's statements were so ambiguous as to be non-threatening. Just as in *Savair*, each of the six employees whose testimony is quoted above clearly understood the Union's ominous threat that if they did not sign the card that night, on the eve of the petition being filed, they would face a wrathful Union that would represent them in a discriminatory manner should the Union win the election. This is precisely the type of pre-petition activity the Supreme Court in *Savair* found warranted overturning an election where the change in one vote would have changed the result.[4]

Since the Supreme Court's *Savair* decision, the Board has focused more on the waiver of initiation fees as proscribed pre-election activity. See, *Inland Shoe*, 211 NLRB 73 (1974); *Gibson Discount Center*, 214 NLRB 221 (1974). However, in *Royal Packaging Corp.*, 284 NLRB 317 (1987) and *Lyons Restaurants*, 234 NLRB 178 (1978), the Board expanded the *Savair* decision to the unique threats made in those cases. The threats here are just as ominous. And it is equally clear that Hager's pre-petition

[4] In setting aside the election, the *Savair* Court held:

> ...while it is correct that the employee who signs a recognition slip is not legally bound to vote for the union...certainly there may be some employees who feel obliged to carry through on their stated intention to support the union. And on the facts of this case, the change of just one vote would have resulted in a 21-21 election rather than a 22-20 election. Any procedures requiring a fair election must honor the right of those who oppose the union as well as those who favor it. (emphasis added).

threats were the catalyst that propelled several employees to sign cards that night. Hager's statements made on the eve of the petition being filed propelled at least 16 employees to sign cards all at once.

Contrary to the Regional Director's conclusion, the Board's prior decisions and *Savair* are not distinguishable from the facts present here. A union's pre-petition solicitation of cards that threatens discriminatory representation towards non-card signers is comparable and just as serious as the threat of imposing initiation fees on non-card signers. Here, the Union threatened to withhold legal representation to non-card signers in the event of layoffs or job loss.[5] As the *Savair* Court instructed:

> ... we cannot assume that unions exercising powers are wholly benign towards their antagonists whether they be nonunion protagonists or the employer. The failure to sign a recognition slip may well seem ominous to nonunionists who fear that if they do not sign they will face a wrathful union regime, should the union win. That influence may well have had a decisive impact in this case where a change of one vote would have changed the result. (emphasis added). 424 U.S. at 275.

Hager's statements were threatening that equal and fair union representation would be withheld from non-card signers. This is precisely the kind of wrathful union threat that concerned the *Savair* Court. It is also the kind of clearly proscribed activity that is likely to have a significant impact on an election as discussed in *Royal Packaging Corp.*, 284 NLRB 317 (1987).

---

[5] The Regional Director and the Hearing Officer clearly misunderstood the Employer's argument when they both pointed out that it is the Employer who has the power to carry out a layoff or job loss. What they failed to see is something employee Riley understood immediately. It is the Union that controls who gets better representation and who does not by virtue of whether they signed a card pre-petition. As Riley testified:

> You don't have to sign these Union cards, but if you don't, the Union will not cover you. If something happens, the Union lawyers will not cover you. ... They were turning them in the next day. It made me nervous ... Because I mean I can't afford a lawyer ... I didn't even have time to think about it. (Tr. p. 57, ll. 17-25; p. 58; and p. 59, ll. 1-2)

While the Hearing Officer found that Hager's statements could not have persisted in the minds of employees, there is no evidence in the record to support this finding. Furthermore, this activity, occurring less than a month before the election, was certainly not remote in time for those second shift employees.

B. BECAUSE THE BOARD HAS SO REDUCED OR COMPRESSED THE ELECTION PROCESS TO A TIMEFRAME OF LESS THAN 3 WEEKS, THE BOARD'S *IDEAL ELECTRIC* RULE SHOULD BE RE-EVALUATED TO ENCOMPASS AT LEAST 30 DAYS BEFORE AN ELECTION

The Regional Director noted that Hager's statements, while close in time to the election, were outside the Board's long-standing definition of the "critical period" for purposes of analyzing conduct which may improperly influence voters. The Regional Director did not feel at liberty to re-evaluate this *Ideal Electric* rule in light of the Board's speedy election process.

In light of the brief period of time between the UMWA's pre-petition conduct and the August 3 election, a period of less than 30 days, a timeframe dictated by the NLRB's new speedy election rules, it is incumbent on the Board to re-evaluate its *Ideal Electric* rule. *See*, *The Ideal Electric and Manufacturing Company*, 134 NLRB 1275, 1278 (1961). The *Ideal Electric* rule limited objectionable election conduct to what is now called the "critical period". For decades, this critical period encompassed the 42 to 56 day period from the filing of the petition to the election itself. Pre-petition conduct, even if otherwise objectionable, was deemed too remote because it occurred at least 42-56 days before the election.

In *Ideal Electric* the objectionable pre-petition conduct occurred over 3 months before the election and was deemed too remote. The same result was reached in *National League of Professional Baseball Clubs*, 330 NLRB 670 (2000), where the pre-

petition conduct occurred 3 months before the petition was filed and 5 months prior to the election. More recently, the Board decided in *Stericycle, Inc.*, 357 NLRB 582 (2011) that the 42 day timeframe under the NLRB's processes between petition filing and election was the "critical period" when neither unions nor employers can impermissibly influence voter free choice and therefore the outcome of the election. Thus, for more than fifty years, the length of the critical period has been no less than the NLRB's proscribed timeframe for the holding of elections once a petition has been filed – generally-speaking a period of 42 days.

However, because the NLRB issued sweeping changes to the election process in April 2015, the time from petition filing to election is now as little as 14-21 days. There is little doubt that the Union's pre-petition conduct towards the second shift employees occurred on the eve of the Union's petition being filed. While the record is not clear that Hager's statements were made exactly on the night before the petition was filed July 14, 2017, Hager's conduct certainly appears to have been within a few days before the July 14 filing. The election was held 19 days later. At no time in the NLRB's decisional history has a 3 or 4 week timeframe been deemed too remote in time from an election. As such, the Employer asks that the NLRB reconsider its *Ideal Electric* rule in light of the change in the election process and/or find that the Regional Director erred in not considering this issue when analyzing the impact of Hager's threatening statements the night he obtained 16 signatures on cards by threatening discriminatory representation of non-card signers. Any procedure requiring a fair election must require a critical period of at least 30 to 42 days. The fear of a wrathful Union and the feeling of being obliged to carry through on their stated intention (by signing cards) to support the Union is not likely to have dissipated in less than a month; particularly, when employees continued to

hear rumors, initially planted by Hager that night, that the employees would need Union representation in the event of job loss or layoff.

Rumors of job loss were started by Union agent Hager when he told at least two employees that the Union would show the Employer who had signed cards before the election. This conduct was found to be objectionable in *Brown Steel*, 230 NLRB 990 (1977), where the Board overruled a Hearing Officer's ruling that such conduct was not objectionable. In *Brown*, where the election votes could have been changed by one vote, the Board set aside the election and ordered a new one. But here, the Hearing Officer dismissed these threats as mere misstatements, which the Regional Director then upheld. Concerns about job losses never dissipated and were inflamed again by Union organizers Floyd Conley and Josh King when they visited second shift employees at their homes the week before the election. One of them made statements that if they did not vote for the UMWA that more than likely all employees who were employed during the organizing campaign would be weeded out and replaced. By bringing this up, employees were naturally reminded of Hager's statements that the Union was there to help employees in the event of layoffs or job loss ... but it would only do so for pre-petition card signers.

The Hearing Officer ruled these threats by Hager, King and/or Conley were threats of job loss outside the control of the UMWA and, therefore, not objectionable. That decision was upheld by the Regional Director. However, these threats related back to Hager's original threats the night he got cards signed – the only way to assure oneself of true or real Union representation in the event of job loss or layoffs was to vote for the Union. These statements by Hager, King and Conley were not benign stories outside the Union's control. Rather, they were a timely reminder to second shift employees of the importance of carrying out their earlier stated intention (evidenced by

their signed card) to support the Union. These threats of Hager, Conley and King were not just a reminder, but also a rejuvenation of what Hager explained as the need to sign cards immediately: bad things would happen and only Union representation could prevent it and that Union lawyers would be available only to card signers.

C. THE REGIONAL DIRECTOR ERRED IN REFUSING TO ANALYZE THE FACTS OF THIS CASE UNDER THE *TAYLOR WHARTON* TEST

Because he determined that Hager's statements were ambiguous and outside the critical period, the Regional Director determined that analysis under *Taylor Wharton DIVISION Harsco Corporation*, 336 NLRB 157 (2001) was unnecessary. For the reasons discussed above, the Regional Director erred in his factual finding that Hager's statements were ambiguous and that this conduct, occurring just three weeks before the election, was not clearly proscribed activity likely to have a significant impact on the election. The Regional Director apparently anticipated his Decision would provoke a Request for Review, as he recognized in that Decision that the Board might disagree with his conclusion that the facts here did not fall within a *Savair* exception. Given this probability, the Regional Director proceeded to simply adopt the Hearing Officer's report that the *Taylor Wharton* analysis did not apply, even though the Regional Director felt compelled to point out, in a footnote, the Hearing Officer's misunderstanding of *Taylor Wharton's* factor (7). In determining whether a party's misconduct has the tendency to interfere with employees' freedom of choice, the Board's *Taylor Wharton* test considers the following factors: (1) the number of incidents; (2) the severity of the incidents and whether they were likely to cause fear among the employees in the bargaining unit; (3) the number of employees in the bargaining-unit subjected to the misconduct; (4) the proximity of the misconduct to the election; (5) the degree to which the misconduct persists in the minds of the bargaining unit employees; (6) the extent of dissemination of

the misconduct among the bargaining unit employees; (7) the effect, if any, of misconduct by the opposing party to cancel out the effects of the original misconduct; (8) the closeness of the final vote; and (9) the degree to which the misconduct can be attributed to the party. *Taylor Wharton Div.,* 336 NLRB 157, 158 (2001) citing *Avis Rent-a-Car,* 280 NLRB 580, 581 (1986). The Board will examine whether the misconduct, taken as a whole, warrants a new election because the conduct has "the tendency to interfere with the employees' freedom of choice" and "could well have affected the outcome of the election." *Cambridge Tool & Mfg. Co.,* 316 NLRB 716 (1995).

In evaluating the Union's conduct here, Hager's threats were made to approximately 20+ employees on the second shift and his threats were successful enough to cause 16 employees to immediately take and sign cards that night. At least six of those employees testified at the hearing regarding what was said and/or what they understood Hager to be saying. Hager's comments that night were rejuvenated when he told at least two employees present that night, that the Union would give the Employer copies of the signed cards after the election was over. This made the point that Union representation was critical if employees lost jobs because of employer retaliation. While the Union took some action to dispel the fear that Hager had created regarding the disclosure of cards to the Employer, only seven or eight of the 20+ second shift employees were ever contacted and given an opportunity to hear the Union correct these threatening misstatements.[6] Hager's threats that planted the fear of job loss, for which the employees would obviously need legal representation, and which would only

[6] See p. 7 of the Regional Director's Supplemental Decision that outlines the evidence on this issue and that the Employer correctly pointed out that not all employees had the fear of their cards being turned over dispelled and that it was the Union's burden to do so. Nevertheless, the Regional Director upheld the Hearing Officer's conclusion that these were simple misstatements, even though they were precisely the kind of misstatements the NLRB has said creates an atmosphere of confusion and fear sufficient to have made impossible the uncoerced selection of a bargaining representative. In *Brown Steel*, on the eve of the election the Union, like here, began to issue threats that if the Union lost, everybody was going to suffer. 230 NLRB at 980-991.

be available to pre-petition card signers, were rejuvenated when UMWA organizers Conley and King visited some of the second shift employees at their homes as discussed above. All of this conduct occurred less than 3 weeks before the August 3 election. The fear that the employees would need the Union's lawyers or representation can be presumed to have persisted by the closeness of the election and the presumption discussed in *Savair*; one can assume there will be some employees who feel obliged to carry through on their stated intention to support the UMWA when they had been wrongly pressured into signing the cards. See, *Savair*, *supra*. There can be little doubt that it was the UMWA that was responsible for the threats and the misconduct and they did not do enough to correct Hager's misstatements.

Finally, the election results here were obviously close, as the change of just one vote would have changed the result.

V. CONCLUSION

Because this case raises an issue not previously decided by the NLRB, and because the Regional Director's Decision contains clear factual and legal errors, the Board should grant the requested review, as well as set aside the Decision certifying the results of the election. Rockwell seeks an immediate re-election free of impermissible conduct that has a tendency to interfere with employees' freedom of choice.

ROCKWELL MINING LLC
By Counsel,

Anna M. Dailey (WV State Bar #4525)
Brian J. Moore (WV State Bar #8898)
DINSMORE & SHOHL LLP
P.O. Box 11887
Charleston, WV 25339-1887
Telephone: (304) 357-0900
Fax:(304)357-0919
Email: anna.dailey@dinsmore.com
Email: brian.moore@dinsmore.com

CERTIFICATE OF SERVICE

I, Anna M. Dailey, hereby certify that I have served the foregoing **Employer Rockwell Mining, LLC's Request for Review of the Regional Director's Decision and Certification of Representative** via E-FILED to the Executive Secretary, NLRB, Washington, DC and to the Regional Director, NLRB, Region 9, Cincinnati, Ohio. I have served the other parties by sending a true copy thereof by e-mail and regular U.S. mail on the 1st day of March, 2018, to the following:

Gary Trout, Region II Director
United Mine Workers of America
International Union, AFL-CIO
1300 Kanawha Blvd., E.
Charleston, WV 25301-3001
Email: region2@umwa.org

Brian Lacey, International Representative
International Union, UMWA, AFL-CIO
2306 S. Fayette Street
Beckley, WV 25801-6935
Email: Brianlacy74@gmail.com

Anna M. Dailey (WV State Bar #4525)
Brian J. Moore (WV State Bar #8898)
DINSMORE & SHOHL LLP
P.O. Box 11887
Charleston, WV 25339-1887
Telephone: (304) 357-0900
Facsimile: (304) 357-0919
Email: anna.dailey@dinsmore.com
Email: brian.moore@dinsmore.com